



**VILLAGE OF FOX POINT
PAVILION PRIVATE USE APPLICATION
LONGACRE PAVILION - 7343 N. LONGACRE ROAD**

Name: _____ Telephone Number: _____

Address: _____

Email Address: _____

Date(s) Requested: _____ Starting and Ending Time of Event: _____

Organization Name (if applicable): _____ No. of Persons Attending: _____

Description of Party or Event: _____

ALCOHOL USE

(PLEASE NOTE: Fermented malt beverages and wine are the only types of alcohol allowed.)

Will there be alcohol at the party or event? Yes No

If yes: What types of alcohol? Fermented Malt Beverages Wine Both

Will the alcohol be sold? Yes No

(PLEASE NOTE: Temporary liquor licenses are required for any sale of fermented malt beverages and/or wine.)

FEES

Longacre Use Fee	\$100.00	Deposit	\$50.00
Restroom ONLY Use Fee	\$75.00	Cancellation	\$10.00

I have read the Village of Fox Point Rules and Regulations for Use of Building and Grounds, and I agree to abide by the rules and regulations governing the use of the facility.

Signature _____

Date _____

VILLAGE USE ONLY

Usage Approved By: _____
Village Manager/Village Clerk/Designee Signature

Conditions: _____

Amount of Deposit & Fee Received: _____ Receipt #: _____

Date Key Issued: _____ Date Key Returned to Village Hall: _____

Date Posted on Calendar: _____ Posted by: _____

Dated Routed to Police Captain: _____ Date Routed to DPW: _____

Condition of Building after Usage: _____
(Include DPW Staff Initials and Signature)

Reason for Forfeiture: _____ Amount Forfeited: _____

Date Deposit Refunded: _____ Deposit Refund Amount: _____

**VILLAGE OF FOX POINT
VILLAGE FACILITIES
LONGACRE PAVILION - PRIVATE USE AGREEMENT**

In consideration of the limited permission to use Village facilities for private purposes as described herein, the Village of Fox Point, a Wisconsin Municipality ("Village") and the undersigned, individually and on behalf of the organization identified herein (if any) (such individual and organization, if any, referred to herein, jointly and severally, as "Permittee") hereby agree as follows:

1. **Property.** Village hereby allows Permittee to use the following described property (the "Property") in the Village of Fox Point, Wisconsin subject to the terms and conditions set forth in this Private Use Agreement:
[Check one]
 - Longacre Pavilion **facility and restrooms**, 7343 N Longacre Rd., Fox Point, WI
 - Longacre Pavilion **restrooms only**, 7343 N. Longacre Rd., Fox Point, WI
2. **Application, Rules and Regulations.** The Permittee has completed the Pavilion Private Use Application in the form provided by the Village Clerk, which is attached hereto and incorporated herein by reference. The use is limited to the date, time, organization, type of party or event, and number of persons as indicated on such Pavilion Private Use Application. This use is also governed by Village of Fox Point Rules and Regulations for use of Buildings and Grounds, Longacre Pavilion, 7343 N. Longacre Road, which are attached hereto and incorporated herein by reference.
3. **Indemnity.** Permittee hereby agrees to indemnify and hold Village, its officers, agents, employees and independent contractor's harmless of and from any loss, damages, expenses, costs or fees (including Attorney fees of an Attorney of Village's choosing) and all liabilities or claims, arising in any manner whatsoever with regard to personal injury, death or property damage that may arise during the Permittee's preparation, use or subsequent cleaning or repair of the Property and related activities.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

VILLAGE OF FOX POINT

By: _____
Signature of Village Manager/Village Clerk/Designee

PERMITTEE **[READ CAREFULLY BEFORE SIGNING]**

By: _____
Signature of Permittee

[Print Name] _____

[Title] _____

[Organization Name] _____

[Street Address] _____

_____, WI _____

[Telephone Number] _____



VILLAGE OF FOX POINT
**RULES AND REGULATIONS
FOR USE OF BUILDING AND GROUNDS
LONGACRE PAVILION
7343 N. LONGACRE ROAD**

1. **Resident Private Use.** The Longacre Pavilion facility and the surrounding grounds, 7343 N Longacre Rd, Fox Point, WI (the Property) is available for private use by residents of the Village of Fox Point subject to all terms and conditions of these Rules and Regulations.
2. **Agreement Required.** Such Fox Point resident is required to enter a Private Use Agreement with the Village. If the resident makes the application on behalf of an organization, the organization shall be identified on the application form, and the organization and the Fox Point resident shall be jointly and severally responsible for full compliance with all terms and conditions of these Rules and Regulations and the Private Use Agreement. (Such resident and organization, if any, are referred to herein, jointly and severally, as "Permittee").
3. **Application Procedure.** An application for each reservation must be made in person by an adult Fox Point resident at the Village Hall. The Property is reserved on a first come, first served basis and reservations will not be taken over the telephone. Reservations may be made only for uses that will occur in the same calendar year in which the reservation is made. The Property will not be reserved until the actual application is made in person on a form provided by the Village and the Village receives from the Permittee a signed Private Use Agreement in the form required by the Village.
4. **Permittee Responsible for Damage.** It is the responsibility of the Permittee to ensure the Property and improvements and personal property on or in the Property are maintained in good order. The Permittee shall be responsible for any damages to the Property and improvements and personal property on or in the Property, surrounding grounds and equipment.
5. **Fee.** A fee for each day of use shall be paid by the Permittee, which is due when the application is filed, except as follows. The fee is waived if the application is received on behalf an organization specified in Wisconsin Statutes Section 70.11(12)(a); or an educational, religious, community service or benevolent institution that is located within the Village of Fox Point and is specifically dedicated to public services and/or activities within the Village of Fox Point as demonstrated by its articles of incorporation, bylaws, or other similar organizational documents to the satisfaction of the Village Manager. Any other organizations seeking an exemption based upon service or benefit to the Village of Fox Point may apply to the Village Board for an exemption from the fee. The fee shall be returned to the Permittee without interest if the Village cancels the reservation prior to the date of use, or if the Village does not enter the Private Use Agreement with the Permittee.
6. **Limited Organization Use.** As a matter of policy, the Property will not be rented for political meetings, religious services, or gatherings for the purpose of advertising sales solicitations or fund raising, except as follows. Fund raising is permitted if the funds are raised solely to benefit a non-profit organization that has its regular meeting place in the Village of Fox Point, and serves a Fox Point community, civic, patriotic, fraternal or religious purpose.

7. **Capacity Limits.** The number of persons indoors at the Property shall not exceed 150. Additional persons may be allowed at the event outdoors, provided that the indoor capacity of 150 shall not be exceeded during the time of use.
8. **Closing Time.** All persons are required to leave the Property building and grounds before 12 o'clock midnight.
9. **No Food Preparation.** Food and refreshments are to be prepared before being brought into the Property building. No dishes, kitchen utensils, refrigerator, or electric range are furnished.
10. **Rubbish and Recycling.** Rubbish and recycling will be removed by Village staff provided it has been placed in the provided containers. Failure to place rubbish and recycling in the provided containers may result in a charge being deducted from the deposit.
11. **Subject to Applicable Laws.** The use of the Property is subject to all of the rules, regulations, resolutions and ordinances of the Village of Fox Point, including but not limited to Village Code Sections 670.01 (Disorderly Conduct Prohibited) and 670.21 (Loud and Unnecessary Noise Prohibited).
12. **Decorations.** The Village will not be responsible for anyone injured in relation to the private use of the Property, including but not limited to any injuries arising while decorating the Property. All decorations must be taken down the same day as the private use event. The use of staples, clips, thumbtacks, nails or glue is prohibited. Scotch tape and string are permissible. No form of paint is allowed.
13. **No Village Responsibility.** The Village will not be responsible for anyone injured while using the Property. The Permittee shall take precautions as necessary to avoid risks of injury, and ensure that all persons present use care to avoid injury.
14. **Underage Uses.** All groups consisting of persons less than 21 years of age shall be accompanied by chaperones as directed by the Village Manager.
15. **Alcohol Beverage Limitations.** The dispensing and use of fermented malt beverages and/or wine (as these terms are defined in Section 125.02, Wisconsin Statutes) is permitted in the Property building and on the Property grounds provided, however, that no fermented malt beverages may be sold on the property except pursuant to a Temporary Class "B" (Picnic) Fermented Malt Beverage License issued under Section 125.26(6), Wisconsin Statutes, or wine pursuant to a Temporary "Class B" Wine license issued under Section 125.51(10), Wisconsin Statutes. No intoxicating liquor may be sold, dispensed, or used in the Property building or on the Property grounds at any time, except wine as described above.
16. **Security Deposit Required.** A security deposit in an amount established by the Village Manager from time to time shall be required to be paid by the Permittee for any private use of the Property. The security deposit will be held to cover damage, improper care, and necessary cleaning, if any. The security deposit shall also be used to guarantee the Permittee's payment of any costs the Village may incur regarding this use in providing police protection or security in excess of the personnel ordinarily on duty during the time of use. Any portion of the security deposit that remains after all of the Village's costs for police protection and security, and to fully correct any such damage and cleaning are deducted shall be returned to the Permittee as

authorized by the Village Director of Public Works. The Permittee shall reimburse the Village for any costs of police protection and security, repair or cleaning that exceed the amount of the deposit within thirty (30) days of being invoiced by the Village.

17. **Cancellation.** Reservations may be cancelled upon written request delivered to the Village Clerk at least one week prior to the reserved date of use. Upon such cancellation, the security deposit and fee shall be returned to the Permittee, less a ten dollar (\$10) cancellation fee that shall be retained by the Village. The fee shall not be refunded except in compliance with this Section.
18. **Keys.** The keys for the facility may be picked up at the Village Hall on the Friday before the time of use, between 8:00 a.m. and 12:00 noon, if the use is held on a weekend, or the day of the use if the use is during the week. If the Permittee fails to pick up the keys at Village Hall during office hours and requires the assistance of the Police Department, an additional charge may apply. The keys must be returned to the Village Hall the day after the date of use or the following Monday if the use is on a weekend. Keys may also be placed in the Village drop box which is located just outside the front door of Village Hall. Failure to return the key as required may result in a deduction from the security deposit. The hours of the Village Hall are 8:00 a.m. - 4:00 p.m., Monday through Thursday and 8:00 a.m. to noon on Friday. The Village Manager may make a different or more particular schedule for the pick-up and return of keys as the Village Manager deems appropriate on a case by case basis.
19. **Fireworks Prohibited.** The use of fireworks is strictly forbidden.
20. **Lights.** The Permittee is required to turn off all of the lights inside and outside the building at the end of the time of use. Light switches for interior and exterior lights are located on the north wall between the mechanical room and the drinking fountain. The lights in the restrooms are activated by sound and motion and do not require any switch to be turned on/off.
21. **Fires Prohibited.** Fires are not allowed in the fireplace or elsewhere on the Property.
22. **Permittee Presence Required.** The Fox Point resident who signs the application is required to be present at the Property at all times during the authorized times of use.
23. **Village Priority.** Private use of the Property shall not be to the exclusion of Village uses. Village officials and employees may enter the Property at any time, even during the private use, for any purpose. The Village reserves the right to cancel any reservation, with or without cause. The Village Chief of Police or his/her designees shall have authority to issue any and all orders deemed necessary for the protection of public safety and the quiet and peaceful enjoyment of the Property and its environs, regardless of any permission for use granted pursuant to these Rules and Regulations and the Private Use Agreement.
24. **Longacre Restrooms.** If the use is limited to only the Longacre restrooms, the following terms apply:
 - a. Entry to the Pavilion restrooms shall be through exterior restroom doors. All restroom doors accessing the interior of the Pavilion shall be locked by Permittee during all hours of use, unless an event is being held in the pavilion at the time.

- b. Upon completion of use, Permittee shall be responsible for locking all exterior restroom doors and unlocking all interior restroom doors.
- c. Permittee shall be responsible for ensuring that its use of the Pavilion restrooms under this Agreement does not interfere with other uses of the Pavilion.

- 25. **Ice Skating Priority.** The Longacre Pavilion will not be rented out during the ice skating season, regardless of the weather. The ice skating season is typically between December 1 and March 15, depending upon weather.
- 26. **Deposit.** The Village Manager is authorized to require the applicant to post a deposit, as the Village Manager deems to be necessary or appropriate to protect against risks of making the Property available for the proposed private use.
- 27. **Fee Payment.** The fee required by applicable Village ordinances must be paid at the time of application.
- 28. **No Phone Provided.** The Village does not provide a phone in the Longacre Pavilion. It is the responsibility of the Permittee to have a cell phone available in case of emergency.